

**A RESOLUTION AS AMENDED**

**03-R-0086**

**BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) TO PROVIDE FOR THE OCCUPANCY AND OPERATION OF AN AIRPORT TRAFFIC CONTROL TOWER TO BE ERECTED ON A LEASED PLOT BY AND AT THE EXPENSE OF THE CITY OF ATLANTA AT THE HARTSFIELD ATLANTA INTERNATIONAL AIRPORT, FOR A TERM COMMENCING FEBRUARY 15, 2003, AND ENDING SEPTEMBER 30, 2003, SUBJECT TO CONSECUTIVE AUTOMATIC ANNUAL RENEWALS THEREAFTER UNTIL SEPTEMBER 30, 2042, UNLESS TERMINATED BY THE FAA UPON 30 DAY NOTICE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Federal Aviation Administration owns and operates an existing Airport Traffic Control Tower ("Existing Tower") situated on and serving the Hartsfield Atlanta International Airport ("Hartsfield") under a land lease with the City of Atlanta expiring September 30, 2023; and

**WHEREAS**, the City is actively engaged in constructing a fifth runway serving Hartsfield, a runway located sufficiently far away from the Existing Tower that air traffic controllers will not be able to see all of the runway's pavement, a requirement necessary to maximize the benefits of the runway; and

**WHEREAS**, the City must replace the Existing Tower with a new and taller Airport Traffic Control Tower ("New Tower") at the City's cost and expense, and has identified a land site on Hartsfield upon which to site and construct the New Tower; and

**WHEREAS**, the City will have to amend the Delta Technical Operations Center lease to delete that portion of the Delta Leased Premises encompassing a part of the New Tower land site coincidentally with the letting of the greater site to the FAA for the New Tower. That deletion will be accomplished under to companion legislations covering the Reimbursable Agreement with Delta Air Lines and the Amendatory Agreement to Delta Technical Operations Center lease; and

**WHEREAS**, it is in the best interest of the City to enter into a Lease with the FAA, as hereinafter set forth.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA** that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta a Lease with the Federal Aviation Administration which shall contain substantially the following terms, conditions and provisions:

- 1) A term effective as of February 15, 2003 and ending September 30, 2003, subject to consecutive automatic annual renewals thereafter until September 30, 2042, unless terminated by the FAA upon 30 day notice; and
- 2) The City shall, at its sole cost and expense, fund the construction of a new Airport Traffic Control Tower on the land site for the exclusive use of the FAA during the Lease term; and
- 3) The FAA shall pay to the City no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the FAA are in consideration of the obligations assumed by the FAA in its establishment, operation and maintenance of facilities upon the premises; and
- 4) Such other terms, conditions, and provisions as may be required by FAA and/or the City or as are customarily included in similar agreements at Hartsfield.

**BE IT FURTHER RESOLVED** that the City Attorney be and is hereby directed to prepare said Lease for execution by the Mayor.

**BE IT FINALLY RESOLVED** that said Lease shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to the United States of America.